

BADIAK & WILL, LLP
Attorneys for Plaintiff
106 3rd Street
Mineola, New York 11501
(516) 877-2225
Our Ref. : 08-P-020-JK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

09 CIV 8457

-----X
HARTFORD FIRE INSURANCE COMPANY,

Plaintiff,

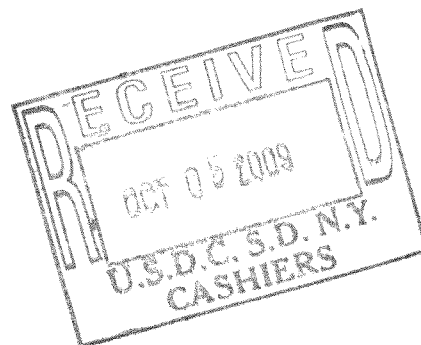
09 Civ. ()

- against -

VERIFIED COMPLAINT

M/V APL PERU, her engines, boilers and tackle, *in rem*,
HLL ATLANTIC SCHIFFAHR T GMBH & CO. KG,
HANSEATIC LLOYD SCHIFFAHR T GMBH & CO. KG,
AMERICAN PRESIDENT LINES, LTD., C.H.
ROBISON, INC. d/b/a CHRistal Lines Ltd., ASIAN
LOGISTICS, INC., HYUNDAI MERCHANT MARINE
CO., LTD., SEA GATE LOGISTICS, INC., OCEAN
WORLD LINES, INC., ETI CONTAINER LINE, LTD.,
WORLD TRANS CONTAINER LINE, PHOENIX
INTERNATIONAL FREIGHT SERVICES LTD., UPS
OCEAN FREIGHT SERVICES, INC., WORLD
COMMERCE SERVICES, LLC, GLOBAL CONTAINER
LINE, RHENUS LOGISTICS ASIA-PACIFIC, LTD.,
YRC LOGISTICS GLOBAL LLC, JHJ
INTERNATIONAL TRANSPORTATION, LTD.,
ORIENT STAR TRANSPORT INTERNATIONAL,
LTD., LEADER CARGO SERVICES, LTD., ANR, INC.,
JAGUAR SHIPPING & TRANSPORTATION, LTD.,
FTS CONTAINER LINE PRIVATE LTD., MASTER
GLOBAL LOGISTICS, INC., MILGRAM
INTERNATIONAL SHIPPING, INC., A-SONIC
MARINE (H.K.) LIMITED, and HENFORD SHIPPING
LTD.,

Defendants.
-----X



Plaintiff, HARTFORD FIRE INSURANCE COMPANY, by their attorneys, Badiak, & Will, LLP, as and for their Complaint herein against the defendant, alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction under 28 U.S.C. § 1333 and an admiralty and maritime claim within the meaning of Federal Rule of Civil Procedure 9(h). The Court has jurisdiction over all non-maritime claims pursuant to 28 U.S.C. § 1367 as those claims form part of the same case or controversy under Article III of the United States Constitution.

2. The Second Cause of Action is filed under and pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. § 2201.

3. In connection with the Second Cause of Action, an actual case or controversy of a justiciable nature exists between the Plaintiff and the Defendant involving the rights and obligations of the parties under the maritime law of general average and depending upon the application of that law, the controversy can be determined by a judgment of this Court, without further suit.

PARTIES

4. At all relevant times, Plaintiff HARTFORD FIRE INSURANCE COMPANY (hereinafter "Hartford"), is and was at all times hereinafter mentioned a corporation organized and existing under and by virtue of the laws of one of the states of the United States and provided all-risk cargo insurance for the subject shipments hereinafter described, and maintained an office and place of business at P.O. Box 3122, Naperville, Illinois 60566-7122.

5. At all relevant times, Plaintiff Hartford was the insurer of certain shipments, as described in Schedules "A" through "OO", inclusive, ladened onboard the motor vessel APL PERU (the "Vessel") on or about October 5, 2008, when a fire broke out onboard the Vessel.

6. Plaintiff's insureds/subrogors were the consignees and/or owners of the shipments described in Schedules "A" through "OO", inclusive, and Plaintiff brings this action on its own behalf and as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the said shipments, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

7. At all relevant times, HLL ATLANTIC SCHIFFFAHRT GMBH & CO. KG (hereinafter "Atlantic Schifffahrt") was, and still is, a legal entity organized and existing under the laws of Germany with an office and principal place of business as c/o Hanseatic Lloyd Schifffahrt GmbH & Co. KG, Contrescape 45, Bremen 28195, Germany, was and still is doing business in this jurisdiction directly and/or through an agent, and was at all times the owner, operator, manager and/or charterer of the M/V APL PERU.

8. At all relevant times, HANSEATIC LLOYD SCHIFFFAHRT GMBH & CO. KG (hereinafter "Hanseatic Schifffahrt") was, and still is, a legal entity organized and existing under the laws of Germany with an office and principal place of business at Contrescape 45, Bremen 28195, Germany, was and still is doing business in this jurisdiction directly and/or through an agent, and was at all times the owner, operator, manager and/or charterer of the M/V APL PERU.

9. At all relevant times, Defendant AMERICAN PRESIDENT LINES, LTD., (hereinafter "APL") was, and still is a legal entity organized and existing under the laws of one

of the states of the United States with an office and place of business at 1085 Morris Avenue, Suite 200, Union, New Jersey 07083.

10. At all relevant times Defendant C.H. ROBISON, INC. d/b/a CHRistal Lines Ltd. (hereinafter “Christal”) was, and still is, a legal entity organized and existing under the laws of some state of the United States with an office and place of business at 855 Arthur Avenue, Elkgrove Village, IL 60007.

11. At all relevant times, Defendant ASIAN LOGISTICS, INC. (hereinafter “Asian Logistics”) was, and still is, a legal entity organized and existing under the laws of some foreign jurisdiction with an office and principal place of business c/o SBS Worldwide, Inc., Raritan Business Park, 39 Mayfield Avenue, Edison, NJ 08837.

12. At all relevant times, Defendant HYUNDAI MERCHANT MARINE CO., LTD., (hereinafter “Hyundai”) was and still is, a legal entity organized and existing under the laws of some foreign jurisdiction with an office and place of business located c/o Hyundai America Shipping Agency, Inc., 65 Challenger Road, 4th Floor, Ridgefield Park, New Jersey 07660.

13. At all relevant times, Defendant SEA GATE LOGISTICS, INC., (hereinafter “Sea Gate”) was and still is, a legal entity organized and existing under the law of some foreign jurisdiction with an office and place of business located c/o Baltrons Ocean, Inc., 1371 Northwood Dale Road, Wood Dale, IL 60191.

14. At all relevant times, Defendant OCEAN WORLD LINES, INC., (hereinafter “OWL”) was and still is, a legal entity organized and existing under the laws of one of the states of the United States with an office and place of business located at 300 Park Blvd, Suite 350, Itasca, IL 60143.

15. At all relevant times, Defendant ETI CONTAINER LINE, LTD. (hereinafter “ETI”) was and still is, a legal entity organized and existing under the laws of some foreign jurisdiction with an office and place of business located c/o SDS Worldwide (Chicago), Inc., 325B Lake Street, Elmhurst, IL 60126.

16. At all relevant times, Defendant WORLD TRANS CONTAINER LINE (hereinafter “World Trans”) was and still is, a legal entity organized and existing under the laws of one of the states of the United States with an office and place of business located at 115 North Main Street, Algonquin, IL 60102.

17. At all relevant times, Defendant PHOENIX INTERNATIONAL FREIGHT SERVICES LTD. (hereinafter “Phoenix”) was and still is, a legal entity organized and existing under the laws of some state of the United States with an office and place of business located at 855 N. Illinois Route 83, Bensenville, IL 60106.

18. At all relevant times, Defendant UPS OCEAN FREIGHT SERVICES, INC. trading as UPS Supply Chain Solutions (hereinafter “UPS”) was and still is, a legal entity organized and existing under the laws of some state of the United States with an office and place of business located at 1201 C Way NW, Auburn, WA 98001.

19. At all relevant times, Defendant WORLD COMMERCE SERVICES, LLC (hereinafter “World Commerce”) was and still is, a legal entity organized and existing under the laws of some state of the United States with an office and place of business located at 920 East Algonquin Road, Suite 120, Schaumburg, IL 60173.

20. At all relevant times, Defendant GLOBAL CONTAINER LINE (hereinafter “Global”) was and still is, a legal entity organized and existing under the laws of some state of

the United States with an office and place of business located at 1930 Sixth Avenue S., 2nd Floor, Seattle, WA 98134.

21. At all relevant times, Defendant RHENUS LOGISTICS ASIA-PACIFIC, LTD. (hereinafter “Rhenus”) was and still is, a legal entity organized and existing under the laws of some state of the United States with an office and place of business located c/o Roe Logistics, 1034 Cote De Liesse, #210, Dorval, Montreal, Quebec H8T 1A3, Canada.

22. At all relevant times, Defendant YRC LOGISTICS GLOBAL LLC (hereinafter “YRC”) was and still is, a legal entity organized and existing under the laws of some state of the United States with an office and place of business located at 18900 8th Avenue South, Suite 1000, Seattle, WA 98148.

23. At all relevant times, Defendant JHJ INTERNATIONAL TRANSPORTATION, LTD. (hereinafter “JHJ”) was and still is, a legal entity organized and existing under the laws of some state of the United States with an office and place of business located c/o YRC Logistics Global LLC, 18900 8th Avenue South, Suite 1000, Seattle, WA 98148.

24. At all relevant times, Defendant ORIENT STAR TRANSPORT INTERNATIONAL, LTD. (hereinafter “Orient Star”) was and still is, a legal entity organized and existing under the laws of some foreign jurisdiction with an office and place of business located c/o Stat Logistics International, 24213 Clawiter Road, Hayward, CA 94545.

25. At all relevant times, Defendant LEADER CARGO SERVICES, LTD. (hereinafter “Leader”) was and still is, a legal entity organized and existing under the laws of some foreign jurisdiction with an office and place of business located c/o Quality Freight Services, International, 4464 S. Whitnall Avenue, St. Francis, WI 53235.

26. At all relevant times, Defendant ANR, INC. (hereinafter "ANR") was and still is, a legal entity organized and existing under the laws of some foreign jurisdiction with an office and place of business located c/o CDS Overseas, Inc., One Cross Island Boulevard, Suite 111, Rosedale, NY 11422.

27. At all relevant times, Defendant JAGUAR SHIPPING & TRANSPORTATION, LTD., (hereinafter "Jaguar") was and still is, a legal entity organized and existing under the laws of some foreign jurisdiction with an office and place of business located c/o Perfect Express, Corp., 831 Foster Avenue, Bensenville, IL 60106.

28. At all relevant times, Defendant FTS CONTAINER LINE PRIVATE LTD. (hereinafter "FTS") was and still is, a legal entity organized and existing under the laws of some foreign jurisdiction with an office and place of business located c/o FTS International Express, Inc., 400 Country Club Drive, Bensenville, IL 60106.

29. At all relevant times, Defendant MASTER GLOBAL LOGISTICS, INC. (hereinafter "Master Global") was and still is, a legal entity organized and existing under the laws of some state of the United States with an office and place of business located at 9133 S. La Cienega Blvd., Inglewood, CA 90301.

30. At all relevant times, Defendant MILGRAM INTERNATIONAL SHIPPING, INC., (hereinafter "Milgram") was and still is, a legal entity organized and existing under the laws of some foreign jurisdiction with an office and place of business located at 6285 Northam Drive, Suite 300, Mississauga, Ontario L4V 1X5 Canada.

31. At all relevant times, Defendant A-SONIC MARINE (H.K.) LIMITED (hereinafter "A-Sonic") was and still is, a legal entity organized and existing under the laws of some foreign

state with an office and place of business located c/o A-Sonic Logistics USA, Inc., 71 South Central Avenue, Suite 300, Valley Stream, NY 11580.

32. At all relevant times, Defendant HENFORD SHIPPING LTD., (hereinafter "Henford") was and still is, a legal entity organized and existing under the laws of some foreign state with an office and place of business located c/o A.C.T. Logistics, Inc., 154-09 146th Avenue, 3rd Floor, Jamaica, NY 11434.

33. At all relevant times, the named defendants were all acting as common carrier of goods by water for hire with respect to the shipments identified and set forth in the attached Schedules "A" through "OO", inclusive.

34. At all relevant times, the M/V APL PERU was a diesel powered, ocean-going vessel engaged in the common carriage of cargoes on the high seas and may be within the jurisdiction of this Honorable Court during the pendency of process hereunder.

AS AND FOR A FIRST CAUSE OF ACTION

35. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 34, above, inclusive, as with the same force and effect as if set forth at length herein.

36. On or about the dates and at the port of shipment stated in Schedules "A" through "E", inclusive, attached hereto and by this reference made a part hereof, there was delivered to the vessel and defendants in good order and condition, the shipment described in Schedules "A" through "E", inclusive, which said vessel and defendants received, accepted and agreed to transport for certain consideration to the ports of destination stated in Schedules "A" through "E", inclusive.

37. On or about October 5, 2008 a fire broke out onboard the Vessel in cargo hold No. 5 causing damage to certain of the cargo laden onboard, including the plaintiff's cargo as stated and described in Schedules "A" through "E", inclusive.

38. Thereafter, the said vessel and defendants delivered plaintiff's shipment, however, the aforesaid shipment was short, missing and/or damaged.

39. By reason of the premises, the above named vessel and defendants breached, failed and violated their duties and obligations as common carriers, bailees, warehousemen, and were otherwise at fault.

40. Plaintiff has duly performed all duties and obligations on its part to be performed.

41. By reason of the premises, plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, in the amount of \$92,254.41.

**AS AND FOR A SECOND CAUSE OF ACTION
(SALVAGE INDEMNITY)**

42. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "41", inclusive, with the same force and effect as if set forth at length herein.

43. On or about the dates and at the ports of shipment stated in the bills of lading listed in Schedule "A" through "OO", inclusive, there was shipped by the shipper therein named and delivered to Defendants named in said schedule, including but not limited to defendants, Atlantic Schiffahrts, Hanseatic Schiffahrts, and the Vessel, as common carriers, the shipments described in Schedules "A" through "OO", inclusive, then being in good order and condition, and the Defendants then and there accepted said shipments so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid,

agreed to transport and carry the shipments to the ports of destination stated in the bills of lading listed in Schedules "A" through "OO", inclusive, and there deliver the shipments in like good order and condition as when shipped, delivered to and received by them, to the consignees named in Schedules "A" through "OO", inclusive.

44. On or about October 5, 2008 a fire broke out onboard the Vessel, in cargo hold No. 5.

45. Defendant Hanseatic Lloyd Schiffarhts GMBH & Co. KG has declared a General Average as a result of the fire onboard the Vessel.

46. As consideration of the delivery to consignees of the goods described in Schedules "A" through "OO", inclusive, Plaintiff Hartford was compelled to agree to pay proportionate shares of any salvage contribution.

47. The Plaintiff is entitled to indemnity from the Defendants in respect of any salvage undertakings posted and/or payments in amounts to be determined.

**AS AND FOR A THIRD CAUSE OF ACTION
(GENERAL AVERAGE INDEMNITY)**

48. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "47", inclusive, with the same force and effect as if set forth at length herein.

49. Defendant Hanseatic Lloyd Schiffarhts GMBH & Co. KG has declared a General Average as a result of the fire onboard the Vessel.

50. Should the Plaintiff be compelled to contribute in general average, it is entitled to indemnity from Defendant in respect of any such general average contributions in amounts to be determined.

**AS AND FOR A FOURTH CAUSE OF ACTION
(GENERAL AVERAGE DECLARATORY RELIEF)**

51. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "50", inclusive, with the same force and effect as if set forth at length herein.

52. That the October 5, 2008 fire was caused in whole or in part by the acts of the Defendant and as such, the declaration of general average was improper.

53. By reason of the premises, Plaintiff is entitled to a declaratory judgment that any declared general average is null and void and that Plaintiff therefore owes no general average contributions.

WHEREFORE, Plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against the Defendants;
2. That judgment may be entered in favor of Plaintiff against the Defendants for the amount of Plaintiff's damages, as described in Schedules "A" through "E", inclusive, together with interest and costs and the disbursements of this action.
3. That judgment be entered in favor of Plaintiff and against Defendants on the Second Cause of Action for indemnity in respect of any and all salvage expenses assessed against Plaintiff.
4. That judgment be entered in favor of Plaintiff and against Defendants on the Third Cause of Action for indemnity in an amount to be determined in respect of any general average contributions assessed against Plaintiff.

5. That a declaratory judgment be entered in favor of Plaintiff and against the Defendants Hanseatic Schiffahrts and Atlantic Shiffahrts on the Fourth Cause of Action declaring that any general average is null and void and that Plaintiff owes no general average contributions.

6. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, may issue against said vessel, its engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all singular the matters aforesaid, and this Court will be pleased to pronounce judgment in favor of Plaintiff for its damages as aforesaid, with interest, costs and disbursements, and that the said vessel may be condemned and sold to pay therefore, and

7. Plaintiff further prays for such other, further and different relief as to this Court may seem just and proper.

Dated: Mineola, New York
October 5, 2009

BADIAK & WILL, LLP
Attorneys for Plaintiff,
Hartford Fire Insurance Co.

By: 

JAMES P. KRAUZLIS, ESQ.

SCHEDULE A

Vessel:	M/V APL PERU
Bills of Lading:	HKCHI089049
Container No.:	HDMU5434212
Date of Departure:	September 26, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Asian Logistics, Inc.
Shippers:	Electronics Tomorrow, Ltd.
Consignee:	Maverick Industries, Inc.
Description:	26 cartons Electronic digital touch screens-fire/Smoke/CO2 & Water Damage
Claim Amount:	\$15,867.81
B&W REF. NO.:	08-P-020-S-JK

SCHEDULE B

Vessel:	M/V APL PERU
Bills of Lading:	HHKGCHI0091985 SGHKG0811853
Container No.:	HDMU5471197
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Hyundai Merchant Marine Sea Gate Logistics
Shippers:	Siu Yip Plastic Mould Factory, Ltd.
Consignee:	Ohio Medical Corporation
Description:	238 cartons saftey trap bottles-fire/Smoke/CO2 & Water Damage
Claim Amount:	\$32,416.90
B&W REF. NO.:	08-P-020-T-JK

SCHEDULE C

Vessel:	M/V APL PERU
Bills of Lading:	HDMUHKWB966517 SFZA809133
Container No.:	HDMU5503099
Date of Departure:	September 29, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Hyundai Merchant Marine Ocean World Lines
Shippers:	Guangzhou Shang Hong Electronics Plastics Co., Ltd.
Consignee:	L.C. Industries, Inc.
Description:	28 cartons travel clocks-fire/Smoke/CO2 & Water Damage
Claim Amount:	\$8,114.33
B&W REF. NO.:	08-P-020-V-JK

SCHEDULE D

Vessel:	M/V APL PERU
Bills of Lading:	HKGCHI00406
Container No.:	HDMU5434212
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	ETI Container Line, Ltd.
Shippers:	Amigo International Group
Consignees:	Radionic Industries, Inc.
Description:	100 cartons wall plug ballast-fire/Smoke/CO2 & Water Damage
Claim Amount:	\$30,771.98
B&W REF. NO.:	08-P-020-Y-JK

SCHEDULE E

Vessel:	M/V APL PERU
Bills of Lading:	HDMUHKCI9678274 88937CHI
Container No.:	HDMU5493241
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Hyundai Merchant Marine World Trans Container Line
Shippers:	Mobel Products, Ltd.
Consignee:	Safco LLC
Description:	9 cartons plug assemblies-fire/Smoke/CO2 & Water Damage
Claim Amount:	\$5,083.39
B&W REF. NO.:	08-P-020-Z-JK

SCHEDULE F

Vessel:	M/V APL PERU
Bills of Lading:	APLU050752632
Container No.:	TRLU512800-7
Date of Departure:	September 21, 2008
Port of Loading:	Yiamen, China
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd.
Shippers:	Quanzhou Fuli Gifts Co., Ltd.
Consignee:	Blossom Bucket, Inc.
Description:	1045 cartons decorative items
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-A-JK

SCHEDULE G

Vessel:	M/V APL PERU
Bills of Lading:	6711058816
Container No.:	HDMU5440093
Date of Departure:	September 24, 2008
Port of Loading:	Singapore
Port of Discharge:	Portland, OR
Carrier:	Expeditors International Ocean
Shippers:	Fairtek Holding Pte. Ltd.
Consignee:	Alchemy Brands, LLC
Description:	57 cartons cocnut virgin oil
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-B-JK

SCHEDULE H

Vessel:	M/V APL PERU
Bills of Lading:	APLU053200970
Container No.:	APZU435147-1 (438 cartons) APZU439470-3 (262 cartons) APZU465551-4 (202 cartons) FCIU824013-7 (220 cartons)
Date of Departure:	September 29, 2008
Port of Loading:	Zhuahai, GD, PRC
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd.
Shippers:	Phoenix International Freight Services for Ocean Blue International Co., Ltd.
Consignee:	Hobbico, Inc.
Description:	1122 cartons model airplanes and accessories
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-C-1-JK

SCHEDULE I

Vessel:	M/V APL PERU
Bills of Lading:	APLU053200971 ZHN30003310
Container No.:	APLU992727-2
Date of Departure:	September 29, 2008
Port of Loading:	Zhuhai, GC, PRC
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd. Phoenix International Freight Services
Shippers:	Hover Model Products, Co., Ltd.
Consignee:	Hobbico, Inc.
Description:	270 cartons model airplanes and accessories
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-C-2-JK

SCHEDULE J

Vessel:	M/V APL PERU
Bills of Lading:	7767424643
Container No.:	MOFU0458950
Date of Departure:	September 21, 2008
Port of Loading:	Haiphong, Vietnam
Port of Discharge:	Seattle, WA
Carrier:	UPS Ocean Freight Services, Inc.
Shippers:	Ace Company, Ltd.
Consignee:	Cabelas
Description:	59 cartons garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-D-JK

SCHEDULE K

Vessel:	M/V APL PERU
Bills of Lading:	7767352032
Container No.:	MOFU0458950
Date of Departure:	September 21, 2008
Port of Loading:	Haiphong, Vietnam
Port of Discharge:	Seattle, WA
Carrier:	UPS Ocean Freight Services, Inc.
Shippers:	Truong Xuan Company, Limited
Consignee:	Cabelas
Description:	67 cartons garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-D-JK

SCHEDULE L

Vessel:	M/V APL PERU
Bills of Lading:	7767424940
Container No.:	MOFU0458950
Date of Departure:	September 21, 2008
Port of Loading:	Haiphong, Vietnam
Port of Discharge:	Seattle, WA
Carrier:	UPS Ocean Freight Services, Inc.
Shippers:	Ace Company, Limited
Consignee:	Cabelas
Description:	147 cartons garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-D-JK

SCHEDULE M

Vessel:	M/V APL PERU
Bills of Lading:	7767424984
Container No.:	MOFU0458950
Date of Departure:	September 21, 2008
Port of Loading:	Haiphong, Vietnam
Port of Discharge:	Seattle, WA
Carrier:	UPS Ocean Freight Services, Inc.
Shippers:	Ace Company, Limited
Consignee:	Cabelas
Description:	22 cartons garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-D-JK

SCHEDULE N

Vessel:	M/V APL PERU
Bills of Lading:	APLU031234152
Container No.:	TRLU465541-0
Date of Departure:	September 29, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd.
Shippers:	APL Logistics
Consignee:	Loyaltex Trading, Inc.
Description:	67 cartons garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-E-1-JK

SCHEDULE O

Vessel:	M/V APL PERU
Bills of Lading:	APLU031234160
Container No.:	TRLU465541-0
Date of Departure:	September 29, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd.
Shippers:	APL Logistics
Consignee:	Loyaltex Trading, Inc.
Description:	817 cartons garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-E-2-JK

SCHEDULE P

Vessel:	M/V APL PERU
Bills of Lading:	APLU031680170
Container No.:	TRLU465541-0
Date of Departure:	September 29, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd.
Shippers:	APL Logistics
Consignee:	Loyaltex Sourcing, Inc.
Description:	237 cartons garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-E-3-JK

SCHEDULE Q

Vessel:	M/V APL PERU
Bills of Lading:	APLU031680172
Container No.:	APLU462734-9
Date of Departure:	September 29, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd.
Shippers:	Great Eastern Garment (HK) Ltd.
Consignee:	Loyaltex Apparel U.S.A., Inc.
Description:	1025 cartons garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-E-4-JK

SCHEDULE R

Vessel:	M/V APL PERU
Bills of Lading:	APLU031680253
Container No.:	APZU439157-7
Date of Departure:	September 29, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd.
Shippers:	Infinitive Knitting Factory, Limited
Consignee:	Loyaltex Sourcing, Inc.
Description:	325 cartons garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-E-5-JK

SCHEDULE S

Vessel:	M/V APL PERU
Bills of Lading:	APLU031772598 CHI00254408
Container No.:	APRU5841969
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd. World Commerce Services, LLC
Shippers:	Imagings 3 Far East Ltd.
Consignee:	Imagings 3, Inc.
Description:	5351 cartons candies
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-F-JK

SCHEDULE T

Vessel:	M/V APL PERU
Bills of Lading:	GCLEHKMM09080183
Container No.:	UNKNOWN
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Global Container Line
Shippers:	Consumer Sales Network, Inc.
Consignee:	Consumer Sales Network, Inc.
Description:	65 cartons leather band atomic watches
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-G-1-JK

SCHEDULE U

Vessel:	M/V APL PERU
Bills of Lading:	GCLEHKMM09080184
Container No.:	UNKNOWN
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Global Container Line
Shippers:	Consumer Sales Network, Inc.
Consignee:	Consumer Sales Network, Inc.
Description:	130 cartons leather bank watches
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-G-2-JK

SCHEDULE V

Vessel:	M/V APL PERU
Bills of Lading:	HDMUHKSE9664376 GCLESZMM09080146
Container No.:	HDMU541609
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Hyundai Merchant Marine Global Container Line
Shippers:	Golden Ford International Co., Ltd.
Consignee:	Kuryakyn Holdings, Inc.
Description:	153 cartons motorcycle parts
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-H-1-JK

SCHEDULE W

Vessel:	M/V APL PERU
Bills of Lading:	HDMUHKES9664442 GCLESZMM09080180
Container No.:	HDMU5466694
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Hyundai Merchant Marine Global Container Line
Shippers:	Golden Ford International, Co., Ltd.
Consignee:	Kuryakyn Holdings, Inc.
Description:	256 cartons motorcycle parts
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-H-2-JK

SCHEDULE X

Vessel:	M/V APL PERU
Bills of Lading:	MOLU450339644 HK2ICA640025 HK2ICA640026
Container No.:	MOEU0701882
Date of Departure:	September 29, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Vancouver, B.C.
Carrier:	Mitsui O.S.K. Lines. Ltd. Rhenus Logistics
Shippers:	Joy Will Trading & Great Era Int'l Trading, Ltd.
Consignee:	Genfoot, Inc.
Description:	113 cartons footwear
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-I-JK

SCHEDULE Y

Vessel:	M/V APL PERU
Bills of Lading:	APLU031845469
Container No.:	TRLU635933-5
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd.
Shippers:	Gainson Products Company
Consignee:	Bell Automotive Products, Inc.
Description:	634 cartons automotive parts
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-J-JK

SCHEDULE Z

Vessel:	M/V APL PERU
Bills of Lading:	458330446 HKG3211155 HKG3211141
Container No.:	MOLU1128814
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Mitsui O.S.K. Lines. Ltd. YRC Logistics
Shippers:	Matwait International Enterprises, Ltd. Sunex (Hong Kong) Limited
Consignee:	Spirit Leather, Inc.
Description:	45 cartons leather belts
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-K-1-JK

SCHEDULE AA

Vessel:	M/V APL PERU
Bills of Lading:	XIM3102044 XIM3102043
Container No.:	GDHU4030018
Date of Departure:	September 21, 2008
Port of Loading:	Hong Kong via Xiamen, China
Port of Discharge:	Portland, OR
Carrier:	JHJ International Transportation, Ltd.
Shippers:	Yayu (Xiamen) Leather Products Co., Ltd.
Consignee:	Spirit Leatherworks LLC
Description:	159 cartons leather belts
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-K-2-JK

SCHEDULE BB

Vessel:	M/V APL PERU
Bills of Lading:	HDMUHKWB9665202 HKPDXS890632 HKPDXS890629
Container No.:	HDMU5482530
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Hyundai Merchant Marine Orient Star Transport International, Ltd.
Shippers:	L'atelier International Ltd. Prosperity Industrial (HK) Company
Consignee:	Ellington Leather
Description:	16 cartons PVC and leather bags, 2 cartons leather belts
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-L-JK

SCHEDULE CC

Vessel:	M/V APL PERU
Bills of Lading:	HDMUHKCI9664834 HKGCHI28090018
Container No.:	HDMU2103015
Date of Departure:	September 29, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Hyundai Merchant Marine Leader Cargo Services, Ltd.
Shippers:	Prime United Worldwide Ltd.
Consignee:	Ross Glove Company
Description:	485 cartons garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-M-JK

SCHEDULE DD

Vessel:	M/V APL PERU
Bills of Lading:	HKGO80942662
Container No.:	HDMU5503099
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Long Beach, CA
Carrier:	ANR, Inc.
Shippers:	Charter Supreme International, Ltd.
Consignee:	International Leisure Products, Inc.
Description:	147 cartons medical accessories
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-N-JK

SCHEDULE EE

Vessel:	M/V APL PERU
Bills of Lading:	MOLU45809886 08100140SZN
Container No.:	MOEU0107365
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Mitsui O.S.K. Lines. Ltd. C.H. Robinson t/a CHRistal Lines
Shippers:	R&R Industrial, Ltd.
Consignee:	Trans Nav, Inc.
Description:	1 injector mold to make projector canister
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-O-JK

SCHEDULE FF

Vessel:	M/V APL PERU
Bills of Lading:	APLU051066740
Container No.:	TOLU3305129
Date of Departure:	September 28, 2008
Port of Loading:	Yantian, China
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd.
Shippers:	Wing Wah Development (Hong Kong) Ltd.
Consignee:	Two's Company, Inc.
Description:	314 pieces pottery ware
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-P-JK

SCHEDULE GG

Vessel:	M/V APL PERU
Bills of Lading:	HDMUHKWB9621774 JLI6804643 JLI6804645
Container No.:	HDMU5517472
Date of Departure:	September 29, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Hyundai Merchant Marine Jaguar Shipping & Transportation, Ltd.
Shippers:	Hang Tai Electric Wire Co., Ltd.
Consignee:	Spider Electronics, Inc.
Description:	74 cartons wires, 120 cartons transformers
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-Q-JK

SCHEDULE HH

Vessel:	M/V APL PERU
Bills of Lading:	HDMUHKCI9678270 MDXHKG05874
Container No.:	HMMU9000059
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Hyundai Merchant Marine FTS Container Line Private, Ltd.
Shippers:	Uniwell Electronics Co., Ltd.
Consignee:	Wolff Medical Marketing & Design
Description:	75 cartons VFEND clips
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-R-JK

SCHEDULE II

Vessel:	M/V APL PERU
Bills of Lading:	EPLPNHYVR001
Container No.:	CAIU2318796
Date of Departure:	September 18, 2008
Port of Loading:	Sihanoukville, Cambodia
Port of Discharge:	Vancouver, B.C., Canada
Carrier:	Master Global Logistics, Inc.
Shippers:	Su Tong Fang Group Ying Kan (Cambodia) Garment Co., Ltd.
Consignee:	Topson Downs of California, Inc.
Description:	588 cartons finished garments
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-U-JK

SCHEDULE JJ

Vessel:	M/V APL PERU
Bills of Lading:	MOLU458098853 CHRH08090977
Container No.:	CAXU7301458
Date of Departure:	September 29, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Mitsui O.S.K. Lines. Ltd. C.H. Robinson t/a CHRistal Lines
Shippers:	DD Industries, Ltd.
Consignee:	Webb Company
Description:	24 cartons shower squeegees, 21 cartons stands
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-W-JK

SCHEDULE KK

Vessel:	M/V APL PERU
Bills of Lading:	APLU056111154
Container No.:	TTNU445102-1
Date of Departure:	September 18, 2008
Port of Loading:	Chittagong, Bangladesh
Port of Discharge:	Seattle, WA
Carrier:	American President Lines, Ltd.
Shippers:	Citadel Apparels, Ltd.
Consignee:	Woodbridge Industries
Description:	664 cartons men's denim jean pants
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-X-JK

SCHEDULE LL

Vessel:	M/V APL PERU
Bills of Lading:	APLU52663679 SZX080942501
Container No.:	APLU4093248
Date of Departure:	September 28, 2008
Port of Loading:	Yantiang, China
Port of Discharge:	Vancouver, B.C., Canada
Carrier:	American President Lines, Ltd. ANR, Inc.
Shippers:	Changyuan Electronics (Shenzhen) Co., Ltd.
Consignee:	Garant G.P.
Description:	42 cartons heat shrinkable tubing
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-AA-JK

SCHEDULE MM

Vessel:	M/V APL PERU
Bills of Lading:	APLU052663568 SZN08090748
Container No.:	APZU4190818
Date of Departure:	September 28, 2008
Port of Loading:	Yantian, China
Port of Discharge:	Vancouver, B.C., Canada
Carrier:	American President Lines, Ltd. Milgram International Shipping, Inc.
Shippers:	International Jili Co., Ltd.
Consignee:	ES Accessory Group
Description:	635 cartons digital camera cases
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-BB-JK

SCHEDULE OO

Vessel:	M/V APL PERU
Bills of Lading:	HDMUHKWB9665201 HKGCHI00229
Container No.:	HDMU6717541
Date of Departure:	September 28, 2008
Port of Loading:	Hong Kong
Port of Discharge:	Seattle, WA
Carrier:	Hyundai Merchant Marine Henford Shipping Ltd.
Shippers:	Mascotte Industrial Associates (HK), Ltd.
Consignee:	Omega Corporation
Description:	17 cartons nylon woven camera bags
Claim Amount:	To be determined
B&W REF. NO.:	08-P-020-DD-JK

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

JAMES P. KRAUZLIS, being duly sworn, deposes and says:

That he is a attorney admitted to practice before the Courts of this State and a member of the firm of **BADIAK & WILL, LLP**, attorneys for Plaintiff herein.

That he has read the foregoing **Verified Complaint** and knows the contents thereof and that the same is true to his own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, he believes them to be true.

Deponent further says that the sources of his information and the grounds for his belief as to all matters therein stated to be alleged on information and belief, is derived from documents, records, correspondence and memoranda of Plaintiff concerning the matters set forth in the Verified Complaint in the possession of deponent.



JAMES P. KRAUZLIS

Sworn to before me this
5th day of October, 2009



NOTARY PUBLIC

JACQUELINE MOORE
Notary Public, State Of New York
No. 01MO5019312
Qualified in Nassau County
Commission Expires October 18, 2005 2009